

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Petition for Declaratory Ruling: Lawfulness)	CC Docket No. 01-92
Of Incumbent Local Exchange Carrier)	
Wireless Termination Tariffs)	
)	
Interconnection Between Local Exchange Carriers)	CC Docket No. 95-185
And Commercial Mobile Radio Service Providers)	
)	
Implementation of the Local Competition Provisions))	CC Docket No. 96-98
In the Telecommunications Act of 1996)	

REPLY COMMENTS OF:

THE OKLAHOMA RURAL TELEPHONE COMPANIES

The Oklahoma Rural Telephone Companies ("Oklahoma RTCs") respectfully submit these reply comments in response to the comments of other parties to this proceeding and the issues raised therein.

The Oklahoma RTCs disagree with the comments filed herein by SBC Communications, Inc. ("SBC"), that transit providers should bear no intercarrier compensation liability for traffic originated and terminated by other carriers.¹ Transit carriers should be held liable for intercarrier compensation that they terminate to subtending carriers where the originating carrier cannot demonstrate that an agreement exists between it and the subtending carriers. But for the open connectivity that transit providers, including SBC, offer to carriers over Type 2 interconnections, the interconnecting carrier would be required to request interconnection and negotiate the terms and conditions of such interconnection with all carriers with whom the carrier seeks to terminate traffic. The unchecked open connectivity provided by transit carriers, however, allows the

¹ Comments of SBC Communications, Inc. at p. 2.

interconnecting carrier to terminate traffic to other carriers without agreement, without compensation to the subtending carriers and contrary to federal law. Further, because the transit carrier receives an economic benefit to transit traffic to all carriers subtending their facilities and because the value of these transiting services is enhanced by the openness, or connectivity to subtending carriers, the transit carrier is motivated to send all traffic – regardless of whether the originating carrier has authority to terminate such traffic – to a subtending carrier’s network for termination. Keep in mind too, that the transiting carrier owns and controls the transiting facilities and can block the flow of traffic to carriers where no authority exists. Therefore, unless the transiting carrier is held liable for intercarrier compensation for traffic transiting its facilities in the absence of an agreement, it will continue to send all traffic over its transiting facilities and subtending carriers will be forced to terminate such traffic without an agreement between it and the originating carrier. This disadvantages the subtending carrier in the negotiation of an agreement and the originating carrier has no economic incentive to come forward to negotiate such an agreement.

The Oklahoma RTCs also disagree with the comments of several parties to this proceeding, including Cingular Wireless, LLC (“Cingular”) that infer that the subtending carriers somehow have an obligation to initiate negotiations with originating carriers using Type 2 interconnection to transit traffic over RBOC tandem facilities.² As discussed in the RTCs’ comments, circumstances exist where the carrier responsible for originating traffic and delivering it to the Oklahoma RTCs via a Type 2 connection is not identifiable and thus, the terminating local exchange carrier cannot identify the carrier with whom they would seek to establish arrangements for transport and termination of traffic. The carrier utilizing a Type 2 connection or other transit services offered by an RBOC, however, knows which carriers are connected to

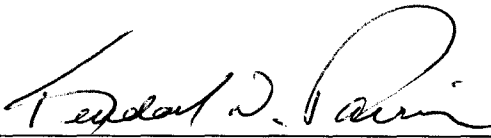
² Comments of Cingular at p. 3.

the RBOC's tandem and the originating carrier knows the amount of traffic delivered to the third party for termination. Therefore, the originating carrier has the requisite information to initiate negotiations for the transport and termination of traffic with subtending carriers and should be required to reach an agreement with such subtending carriers before sending traffic to a transit carrier for termination.

For the reasons presented herein, the Oklahoma RTCs urge the Commission to reject the CMRS carrier's Petition and permit ILECs to file and enforce tariffs for the transport and termination of traffic on their networks in the absence of an agreement. The Oklahoma RTCs also urge the Commission to require transit carriers to be liable for intercarrier compensation for traffic that it delivers to subtending carriers in the absence of an agreement. Further, the Oklahoma RTCs urge the Commission to reaffirm that traffic originated by interexchange carriers is not subject to reciprocal compensation from ILECs such as the Oklahoma RTCs. The Commission should conclude that the interexchange carrier is the originating carrier and thus, subject to obligations for reciprocal compensation.

Respectfully submitted,

OKLAHOMA RURAL TELEPHONE COMPANIES

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